

**104 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

RSA-25-2010 (O&M)

Date of decision: 09.05.2022

Parlad Singh

....Appellant

Versus

Tarsem Singh

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sandeep Arora, Advocate for the appellant
 Mr. Ravi Kamal Gupta, Advocate for the respondent

ANIL KSHETARPAL, J (Oral)

While assailing the concurrent findings of fact arrived at by the courts below, the defendant has filed the present appeal.

Some facts are required to be noticed. The plaintiff filed a suit for specific performance of the agreement to sell dated 15.10.1999 whereby the defendant agreed to sell land measuring 7 kanals and 12 marlas for Rs.70,000/-. The defendant received Rs.45,000/- as earnest money and the sale deed was to be executed and registered on 14.10.2001. The plaintiff has further submitted that on the request of the defendant, the price of the land was revised to Rs.1,80,000/- on 02.02.2001. At that time 50% was paid as additional amount. While contesting the suit, the defendant admitted the execution of the agreement to sell dated 15.10.1999. He has further submitted that the total sale consideration was Rs.4,00,000/- and not Rs.70,000/-. It is also claimed that the property has been mortgaged with Sardari Singh for Rs.43,000/-. The defendant asserted that he has sold the property to the plaintiff at a higher rate.

Both the courts, as noticed above, decreed the suit. Heard

learned counsel representing the parties at length and with their able assistance perused the paper book. Learned counsel representing the appellant contents that the signatures of the defendant on the agreement to sell dated 15.10.1999 and writing dated 02.02.2001, does not match. He submits that the signatures of the defendant on the writing dated 02.02.2001 has been forged.

Per contra, learned counsel representing the respondent has drawn the attention of the Court to the deposition of the defendant wherein he admits his signatures on point Z/1 on the writing dated 02.02.2001.

On 11.01.2010, the present appeal was admitted to consider the following substantial questions of law:-

“Admitted to consider the following substantial questions:-

1) Whether the specific performance of the impugned agreement of sale was inequitable?

2) Whether the endorsement dated 2.2.2001 Ex.P1 on the back of the impugned agreement was forged and fabricated by the plaintiff in connivance with the attesting witnesses if so its effect?”

In the present case, it is not the stand of the defendant that the agreement to sell was not intended to be acted upon or was in fact, a loan transaction. He has admitted the agreement to sell but claims that the total sale consideration was Rs.4,00,000/-. He has admitted his signatures on the writing dated 02.02.2001 scribed on the reverse side of page number 3 of the agreement to sell. When confronted, the defendant has admitted the correctness of his signatures. He has not led any

evidence to prove that the agreement to sell is inequitable. He submits that previously, also, he has sold another property to the plaintiff. He further admits that he can sign in Devnagri as well as Gurmukhi language.

Keeping in view the aforesaid facts, question number 1 is answered against the appellant. As regards question number 2, it is sufficient to note that the defendant, while appearing in evidence, has admitted the genuineness of his signatures on the endorsement.

In view thereof, question number 2 is also answered against the appellant.

Consequently, finding no merit in the appeal, the same is hereby dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

09.05.2022

rekha

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE